for the first does and the second does not come within the literal terms of the forfeiture clause. In the latter, as in the principal case, no note was received by the company. It elected to treat the broker as the agent of the assured, and took payment by deducting a sum from his accounts. Another recent case supports this reasoning, *Williams* v. *Empire etc. Insurance Co.*, 68 S. E. 1082 (Ga.).

INTERSTATE COMMERCE — CONTROL BY CONGRESS — FEDERAL EMPLOYERS' LIABILITY ACT OF 1908. — The Federal Employers' Liability Act of April 22, 1908, provides that "every common carrier by railroad while engaging in commerce between any of the several states . . . shall be liable in damages to any person suffering injury while he is employed by such carrier in such commerce . . . for such injury . . . resulting in whole or in part from the negligence of any of the officers, agents or employees of such carrier. . . ." *Held*, that the statute is constitutional in so far as it applies to the negligence of employees engaged at the time in interstate commerce. *Zikos* v. *Oregon R. & Navigation Co.*, 179 Fed. 893 (Circ. Ct., E. D. Wash.).

The court follows a *dictum* of a majority of the Supreme Court that an employers' liability act is a rightful exercise of the power of Congress to regulate interstate commerce. See *The Employers' Liability Cases*, 207 U. S. 463, 495; 21 HARV. L. REV. 290; 22 *id.* 38. A former act of Congress attempting to regulate this matter was declared unconstitutional because it inseparably included intrastate commerce. *The Employers' Liability Cases*, *supra*. The present act is so worded as to allow employees engaged in interstate commerce to recover for injuries caused by fellow-servants whether the latter are so employed or not. The court holds that the act is separable, and valid at least in part. The test in such a case is whether the legislative body would have passed the part in question alone. *Illinois Central R. R.* v. *McKendree*, 203 U. S. 514. In the principal case the court considers it beyond controversy that the two classes of employees were not inseparably embraced within the statute. No opinion is expressed as to whether there could be recovery if the injury were caused by the negligence of an employee not engaged in interstate commerce.

JUDGMENTS — OPERATION AGAINST THIRD PARTIES — CONCLUSIVENESS AS TO PERSONS NOT PARTIES TO SUIT. — A conveyed land to B for life, and then to the heirs of her body. Purchasers from B and her daughter brought various suits against them to quiet title, and judgment was rendered for the purchasers. In eminent domain proceedings, the question arose as to whether the grandchildren of B were concluded by these judgments. *Held*, that as the grandchildren, not then *in esse*, were not parties to the suits, they are not bound by the decrees. *Los Angeles County* v. *Winans*, 109 Pac. 640 (Cal.).

By the California Code, the Rule in Shelley's Case is abolished, so that B's grandchildren take by purchase, not by descent. CAL. CIV. CODE, 1906, § 779. Hence if they were barred it was not by the sale but by the judgments. In equity all who will be affected by the decree are necessary parties. But when a particular party, though not personally before the court, is so represented by others that his interest is fully protected, the decree binds him. *Hale* v. *Hale*, 146 Ill. 227. Where estates in land are limited over to persons not *in esse*, their interests are represented by the living owner of the first estate of inheritance, or if there is no such person, by the life tenant. *Giffard* v. *Hort*, 1 Sch. & Lef. 386. This doctrine of virtual representation, however, will not apply, unless the interests of the represented and the representative are identical, so that motives of self-interest will induce the latter thoroughly to contest the question. *Downey* v. *Seib*, 185 N. Y. 427. By their sale, B and her daughter became hostile to the remaindermen's interest, and therefore did not represent them in these suits.